

06-28-2002



MAY 15 2002

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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102139206  
TRADEMARKSU.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

NACCO Materials Handling Group, Inc.

- 5-15-02
- ☐ Individual(s)      ☐ Association  
☐ General Partnership      ☐ Limited Partnership  
☒ Corporation-State (Delaware)  
☐ Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached? ☒ Yes ☐ No

## 3. Nature of conveyance:

- ☐ Assignment      ☐ Merger  
☒ Security Agreement      ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: 5/9/2002

## 2. Name and address of receiving party(ies)

Name: Citicorp North America, Inc., as

Internal Administrative Agent

Address: \_\_\_\_\_

Street Address: 388 Greenwich Street., 19th FL

City: New York State: NY Zip: 10013

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☒ Corporation-State Delaware  
☐ Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No  
 (Designations must be a separate document from assignment)  
 Additional name(s) & address(es) attached? ☐ Yes ☒ No

## 4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 76/248459

B. Trademark Registration No.(s) 1029306

Additional number(s) attached ☒ Yes ☐ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Sidley Austin Brown &amp; Wood LLP

Internal Address: Attn: Kim Bernstein

Street Address: 555 W. Fifth Street, 40th FL

City: Los Angeles State: CA Zip: 90013

## 6. Total number of applications and registrations involved: \_\_\_\_\_

24

## 7. Total fee (37 CFR 3.41).....\$ 615.00

- ☒ Enclosed  
☐ Authorized to be charged to deposit account

## 8. Deposit account number: \_\_\_\_\_

DO NOT USE THIS SPACE

## 9. Signature.

06/28/2002 00000000 76248459

Name of Person Signing

Kim Bernstein

Signature

May 15, 2002

Date

01 FC:481 40.00 DP  
02 FC:482 575.00 DP

Total number of pages including cover sheet, attachment(s), and document: 27

Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patent & Trademarks, Box Assignments  
 Washington, D.C. 20231

**Attachment  
to  
Trademark Recordation Form Cover Sheet**

Continuation of Item No. 1:

Name of Conveying Party:

NMHG Oregon, Inc.  
a Corporation (Oregon)

Continuation of Item No. 4B:

**Trademark Registration No. (s)**

710897  
713152  
713173  
156478  
288907  
140475  
761243  
577895  
407194  
716139  
842366  
407615  
1186419  
198628  
1602861  
1288876  
707462  
598155  
1187366  
1029307  
710743  
720296

## Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is made as of May 9, 2002, by and among NACCO Materials Handling Group, Inc., a Delaware corporation ("NMHG"), NMHG Oregon, Inc., an Oregon corporation ("NMHG Oregon", together with NMHG, the "Grantors", and, individually, each a "Grantor") and Citicorp North America, Inc. ("Citicorp"), in its capacity as administrative agent for the Lenders and the Issuing Bank (each as defined below) (with its successors and permitted assigns in such capacity, the "Administrative Agent") under that certain Credit Agreement dated as of May 9, 2002 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among NMHG and certain of its affiliates as borrowers (the "Borrowers"), the institutions from time to time party thereto as lenders (the "Lenders"), the institutions from time to time party thereto as issuing bank (the "Issuing Bank"), Salomon Smith Barney Inc. and Credit Suisse First Boston, in their capacity as joint arrangers and as joint bookrunners, and Credit Suisse First Boston as syndication agent. Unless otherwise defined herein, each capitalized term used herein that is defined in the Credit Agreement shall have the meaning specified for such term in the Credit Agreement.

### WITNESSETH:

WHEREAS, NMHG is a party to the Credit Agreement, pursuant to which the Lenders and the Issuing Bank have agreed to make Loans, Issue Letters of Credit and extend other financial accommodations to NMHG and its affiliates from time to time;

WHEREAS, each of the Grantors is party to that certain Multicurrency Borrower Guaranty, of even date herewith, pursuant to which the Grantors have unconditionally guaranteed the full and punctual payment when due of all of the Multicurrency Obligations;

WHEREAS, NMHG Oregon is party to that certain Domestic Borrower Guaranty, of even date herewith, pursuant to which NMHG Oregon has unconditionally guaranteed the full and punctual payment when due of all of the Domestic Obligations;

WHEREAS, the Grantors and the Administrative Agent are parties to that certain Security Agreement of even date herewith (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Grantors have granted a security interest in certain of its assets to the Administrative Agent for the benefit of the Administrative Agent, the Lenders, the Issuing Bank and the other Holders (each individually a "Secured Party", and collectively, the "Secured Parties"); and

WHEREAS, in order to secure the prompt and complete payment, observance and performance of (i) all of the Grantor's Obligations and (ii) all of the Grantor's obligations and liabilities hereunder and in connection herewith (all such Obligations and such obligations and liabilities hereunder being hereinafter referred to as the "Liabilities"), the Secured Parties have

required as a condition, among others, to entering into the Credit Agreement that the Grantors execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

1. Defined Terms.

(a) The words "hereof," "herein," "hereby" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified.

(b) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Liabilities, each Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of such Grantor's now owned or existing and hereafter acquired or arising:

(a) (i) trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) the goodwill of such Grantor's business symbolized by the foregoing and connected therewith, and (v) all of such Grantor's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in clauses (i) through (v) in this Section 3(a), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(b) rights under or interest in any trademark license agreements or service mark license agreements with any other party, whether such Grantor is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on Schedule B attached

hereto and made a part hereof, in each case to the extent assignable without violation thereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by such Grantor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses").

4. Consents Under Existing Agreements; Restrictions on Future Agreements.

(a) In the case of each Grantor that is a licensor under any License (including, but not limited to, the License under that certain license agreement dated as of July 1, 2001, between NMHG and NMHG Oregon, as may be amended, restated, supplemented or otherwise modified from time to time), such Grantor gives its consent to the assignment of such License and grant of a security interest therein pursuant to the terms hereof.

(b) Except as permitted in Section 8 hereof, no Grantor will, without the Administrative Agent's prior written consent (which shall not be unreasonably withheld), enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and each Grantor further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would in any respect affect the validity or enforcement of the rights transferred to the Administrative Agent under this Agreement or the rights associated with any material Trademarks or Licenses.

5. New Trademarks and Licenses. Each Grantor represents and warrants that, from and after the Closing Date, to its Knowledge after reasonable inquiry, (a) the Trademarks listed on Schedule A include all of the registered trademarks, trademark applications, registered service marks and service mark applications now owned or held by each Grantor, (b) the Licenses listed on Schedule B include all of the trademark license agreements and service mark license agreements under which each Grantor is the licensee or licensor and which are material individually or in the aggregate to the operation of the business of such Grantor and (c) other than the rights of any party to the Licenses with respect to the Trademarks and Liens permitted by Section 9.03 of the Credit Agreement, no liens, claims or security interests in such Trademarks and Licenses have been granted by any Grantor to any Person other than the Administrative Agent. If, prior to the termination of this Agreement, any Grantor shall (i) obtain rights to any new trademarks, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) become entitled to the benefit of any trademarks, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals, whether as licensee or licensor, or (iii) enter into any new trademark license agreement or service mark license agreement, the provisions of Section 3 above shall automatically apply thereto. Each Grantor shall give to the Administrative Agent written notice of events described in clauses (i), (ii) and (iii) of the preceding sentence not less frequently than on a monthly basis. Each Grantor hereby authorizes the Administrative Agent to modify this Agreement unilaterally, upon reasonable notice to each Grantor thereof, (x) by

amending Schedule A to include any future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications owned or held by any Grantor or to prepare this Agreement for filing with the Patent and Trademark Office and by amending Schedule B to include any trademark license agreements and service mark license agreements to which any Grantor becomes a party, which are Trademarks or Licenses under Section 3 above or under this Section 5, and (y) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule A or B thereto, as the case may be, such future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, and trademark license agreements and service mark license agreements.

6. Royalties. Each Grantor hereby agrees that the use by the Administrative Agent of the Trademarks and Licenses as authorized hereunder in connection with the Administrative Agent's exercise of its rights and remedies under Section 14 hereof or pursuant to Section 14 of the Security Agreement shall be coextensive with such Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Secured Parties to such Grantor.

7. Further Assignments and Security Interests. Except as permitted in Section 8 hereof, each Grantor agrees (a) not to sell or assign its respective interests in, or grant any license under, the Trademarks or the Licenses without the prior and express written consent of the Administrative Agent and (b) to maintain the quality of such products as of the date hereof. Notwithstanding the immediately preceding sentence, (i) NMHG shall be permitted to sell or assign its interests in the Trademarks and Licenses to NMHG Oregon and (ii) NMHG Oregon shall be permitted to grant a license under its Trademarks to NMHG, in each case, without the prior and express written consent of the Administrative Agent so long as (x) each of NMHG and NMHG Oregon otherwise comply with the provisions of this Agreement governing such sale and assignment or license, respectively, and (y) each Grantor provides the Administrative Agent with notice of any such assignment or license and a copy of any related assignment or license agreement no later than five (5) Business Days after such assignment.

8. Nature and Continuation of the Administrative Agent's Security Interest; Termination of the Administrative Agent's Security Interest; Release of Collateral.

(a) This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall terminate only upon the satisfaction of the conditions specified in Section 12.09(c)(i)(A) of the Credit Agreement. Upon such termination and at the written request of any Grantor or its successors or assigns, and at the cost and expense of such Grantor or its successors or assigns, the Administrative Agent shall execute in a timely manner such instruments, documents or agreements as are reasonably necessary or reasonably desirable to terminate the Administrative Agent's security interest in the Trademarks and the Licenses, subject to any disposition thereof which may have been made by the Administrative Agent pursuant to this Agreement or the Security Agreement.

(b) The Trademarks and Licenses shall be subject to release from time to time (with the Trademarks and Licenses referred to in the immediately preceding sentence, the

“Released Collateral”) in accordance with Section 12.09(c) of the Credit Agreement. The Liens under this Agreement shall automatically terminate with respect to the Released Collateral upon such sale, transfer, assignment, disposition or release, and upon the request of the applicable Grantor, the Administrative Agent shall execute and deliver such instrument or document as may be reasonably necessary to release the Liens granted hereunder; provided, however, that (i) the Administrative Agent shall not be required to execute any such documents on terms which, in the Administrative Agent’s opinion, would expose the Administrative Agent to liability or create any obligation other than the release of such Liens without recourse or warranty, and (ii) such release shall not in any manner discharge, affect or impair the Liabilities or any Liens on (or obligations of such Grantor in respect of) assets which continue to constitute Trademarks and Licenses, including, without limitation, all reversionary rights of such Grantor with respect to the Released Collateral and the proceeds of any sale, all of which shall continue to constitute part of the Trademarks and Licenses.

9. Duties of each Grantor; The Administrative Agent’s Duty of Care. Each Grantor shall have the duty, to the extent it deems appropriate in the normal conduct of such Grantor’s business, to: (a) prosecute diligently any material trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, and (b) make application for the registration of trademarks or service marks used or adopted by such Grantor. Each Grantor further agrees (i) not to abandon any material Trademark or License without the prior written consent of the Administrative Agent, and (ii) to use its reasonable best efforts to obtain and maintain in full force and effect the Trademarks and the Licenses that are or shall be reasonably necessary or reasonably desirable in the operation of any Grantor’s business. Any expenses incurred in connection with the foregoing shall be borne by each Grantor. The Administrative Agent shall not be liable for any acts, omissions, errors of judgment or mistakes of fact or law including, without limitation, acts, omissions, errors or mistakes with respect to the Collateral, except for those arising out of or in connection with the Administrative Agent’s (x) gross negligence or willful misconduct or (y) material breach of a material provision of this Agreement. Without limiting the generality of the foregoing, none of the Secured Parties shall be under any obligation to take any steps necessary to preserve rights in the Trademarks or Licenses against any other parties, but the Administrative Agent may do so at its option, and all reasonable expenses incurred in connection therewith shall be for the sole account of the Grantors and shall be added to the Liabilities secured hereby.

10. The Administrative Agent’s Right to Sue. From and after the occurrence of an Event of Default, the Administrative Agent shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and the Licenses and, if the Administrative Agent shall commence any such suit, each Grantor shall, at the request of the Administrative Agent, do any and all lawful acts and execute any and all proper documents reasonably required by the Administrative Agent in aid of such enforcement. Each Grantor shall, upon demand, promptly reimburse the Administrative Agent for all reasonable costs and expenses incurred by the Administrative Agent in the exercise of its rights under this Section 10 (including, without limitation, reasonable fees and expenses of attorneys for the Administrative Agent).

11. Waivers. The Administrative Agent’s failure, at any time or times hereafter, to require strict performance by any Grantor of any provision of this Agreement shall not waive,

affect or diminish any right of the Administrative Agent thereafter to demand strict compliance and performance therewith nor shall any course of dealing between any Grantor and the Administrative Agent have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of any Grantor contained in this Agreement shall be deemed to have been suspended or waived by the Administrative Agent unless such suspension or waiver is in writing signed by an officer of the Administrative Agent and directed to such Grantor specifying such suspension or waiver.

12. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

13. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

14. Cumulative Remedies; Power of Attorney. Each Grantor hereby designates, constitutes and appoints the Administrative Agent (and all Persons designated by the Administrative Agent in its sole and absolute discretion) as such Grantor's true and lawful attorney-in-fact, and, upon the occurrence and during the continuance of an Event of Default, authorizes the Administrative Agent and any of the Administrative Agent's designees, in such Grantor's or the Administrative Agent's name, to take any action and execute any instrument which the Administrative Agent may deem reasonably necessary or reasonably desirable to accomplish the purposes of this Agreement, including, without limitation, to (subject, where applicable, to the provisions of the Loan Documents) (i) endorse such Grantor's name on all applications, documents, papers and instruments reasonably necessary or reasonably desirable for the Administrative Agent in the use, prosecution or protection of the Trademarks or the Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Licenses to anyone on commercially reasonable terms, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks or under the Licenses, to anyone on commercially reasonable terms, and (iv) take any other actions with respect to the Trademarks or, to the extent permitted, the Licenses as any of the Secured Parties deems in its or their own best interest. Each Grantor hereby ratifies all that such attorney shall lawfully do or, to the extent permitted, cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Obligations shall have been Paid In Full and the Revolving Credit Commitments shall have been terminated. Each Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Secured Parties under the Security Agreement, but rather is intended to facilitate the exercise of such rights and remedies.

The Administrative Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights



and remedies of a secured party under the UCC as enacted in any jurisdiction in which the Trademarks or the Licenses may be located or deemed located. Upon the occurrence of an Event of Default and the election by the Administrative Agent to exercise any of its remedies under Section 9-610 of the UCC with respect to the Trademarks and Licenses, each Grantor agrees to assign, convey and otherwise transfer title in and to the Trademarks and the Licenses to the Administrative Agent or any transferee of the Administrative Agent and to execute and deliver to the Administrative Agent or any such transferee all such agreements, documents and instruments as may be reasonably necessary, in the Administrative Agent's sole discretion, to effect such assignment, conveyance and transfer. All of the Administrative Agent's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by the Security Agreement, by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence of an Event of Default, the Administrative Agent may exercise any of the rights and remedies provided in this Agreement, the Security Agreement and any of the other Loan Documents. Each Grantor agrees that any notification of intended disposition of any of the Trademarks and Licenses required by law shall be deemed reasonably and properly given if given at least ten (10) days before such disposition; provided, however, that the Administrative Agent may give any shorter notice that is reasonable under the circumstances. Further, notwithstanding anything set forth herein to the contrary, in exercising any rights provided in this Agreement or any of the other Loan Documents the Administrative Agent shall not cause any of the Trademarks to be abandoned by assignment or conveyance of a Trademark separate from the goodwill symbolized by such mark.

15. Successors and Assigns. This Agreement shall be binding upon each Grantor and its successors and assigns, and shall inure to the benefit of each of the Secured Parties and their respective nominees, successors and assigns. Each Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for such Grantor; provided, however, that such Grantor shall not voluntarily assign or transfer its rights or obligations hereunder without the Administrative Agent's prior written consent.

16. Governing Law. This Agreement shall be interpreted, and the rights and liabilities of the parties hereto determined, in accordance with the laws of the State of New York.

17. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in Section 14.08 of the Credit Agreement or, with respect to NMHG Oregon, to the address set forth in the Multicurrency Borrower Guaranty.

18. Section Titles. The section titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

19. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

20. Consent to Jurisdiction and Service of Process. NMHG agrees that the terms of Section 14.17 of the Credit Agreement with respect to consent to jurisdiction and service of

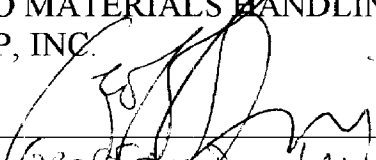
process shall apply equally to this Agreement. NMHG Oregon agrees that the terms of the Multicurrency Borrower Guaranty with respect to consent to jurisdiction and service of process shall apply equally to this Agreement.

21. WAIVER OF JURY TRIAL. EACH GRANTOR AND THE ADMINISTRATIVE AGENT WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, BETWEEN THE ADMINISTRATIVE AGENT AND ANY GRANTOR ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT, OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith. EITHER GRANTOR OR THE ADMINISTRATIVE AGENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

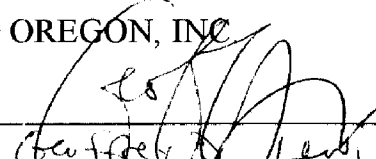
[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement  
as of the day and year first above written.

NACCO MATERIALS HANDLING  
GROUP, INC.


By:   
Name: Geoffrey D. Lewis  
Title: Vice President

NMHG OREGON, INC.

By:   
Name: Geoffrey D. Lewis  
Title: Vice President

Accepted and agreed to as of the day and year first  
above written.

CITICORP NORTH AMERICA, INC.,  
as Administrative Agent

By:   
Name: Keith R. Kara-Ko

STATE OF NEW YORK

)

) ss.:

COUNTY OF NEW YORK

)

On the 8<sup>th</sup> day of May, 2002, before me, a notary public in and for said State, personally appeared Geoffrey D. Lewis, known to me to be a Vice President of NACCO MATERIALS HANDLING GROUP, INC., one of the entities that executed the within instrument, and also known to me to be the person who executed it on behalf of such entity, and acknowledged to me that such entity executed the within instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

KRISTINE CHUNG  
Notary Public, State of New York  
No. 01CH6046895  
Qualified in Queens County  
Certificate Filed in New York County  
Commission Expires August 21, 2002

  
Notary Public

[Notarial Seal]

STATE OF NEW YORK

)

) ss.:


COUNTY OF NEW YORK

)

On the 8<sup>th</sup> day of May, 2002, before me, a notary public in and for said State, personally appeared Geoffrey D. Lewis, known to me to be a Vice President of NMHG OREGON, INC., one of the entities that executed the within instrument, and also known to me to be the person who executed it on behalf of such entity, and acknowledged to me that such entity executed the within instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

KRISTINE CHUNG  
Notary Public, State of New York  
No. 01CH6046895  
Qualified in Queens County  
Certificate Filed in New York County  
Commission Expires August 21, 2002

  
Notary Public

[Notarial Seal]

STATE OF NEW YORK

)

) ss.:

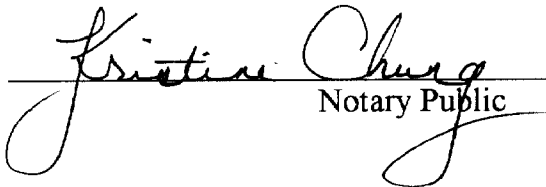
COUNTY OF NEW YORK

)

On the 8<sup>th</sup> day of May, 2002, before me, a notary public in and for said State, personally appeared Keith R. Karako, known to me to be a Managing Director of CITICORP NORTH AMERICA, INC., one of the entities that executed the within instrument, and also known to me to be the person who executed it on behalf of such entity, and acknowledged to me that such entity executed the within instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

KRISTINE CHUNG  
Notary Public, State of New York  
No. 01CH6046895  
Qualified in Queens County  
Certificate Filed in New York County  
Commission Expires August 21, 2002

  
Notary Public

[Notarial Seal]

**Schedule A****NACCO Materials Handling Group, Inc.**

<b>Country Name</b>	<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Status</b>	<b>Owner</b>
Armenia	HYSTER (STENCIL)	55858	19-May-96	Registered	NMHG
Armenia	HYSTER (PLAIN BLOCK)	2432	19-May-96	Registered	NMHG
Africa (ARIPO)	HYSTER (STENCIL)	756762	17-Dec-85	Registered	NMHG
Argentina	HYSTER & H DESIGN	1428534	31-Mar-93	Registered	NMHG
Argentina	HYSTER (PLAIN BLOCK)	11517689	01-Jul-85	Registered	NMHG
Argentina	HYSTER (PLAIN BLOCK)	1752675	14-Sep-99	Registered	NMHG
Argentina	HYSTER (PLAIN BLOCK)	11517689	01-Jul-85	Registered	NMHG
Argentina	HYSTER (BLOCK)	1101768	01-Jul-85	Registered	NMHG
Argentina	HYSTER & H DESIGN	1428535	31-Mar-93	Registered	NMHG
Argentina	YALE	851498	17-Apr-76	Registered	NMHG
Argentina	YALE	1834918	26-Jun-01	Registered	NMHG
Argentina	HYSTER (IN ARABIC) & DESIGN	1221208	26-Jan-87	Registered	NMHG
Argentina	HYSTER (STENCIL)	1221205	26-Jan-87	Registered	NMHG
Argentina	H W/ARROWS	443884	13-Sep-60	Registered	NMHG
Austria	HYSTER (BLOCK)	29491	24-Nov-83	Registered	HYSTER COMPANY
Austria	FOUR BLOCK H & HYSTER	83424	31-Aug-86	Registered	NMHG
Austria	HYSTER (STENCIL)	83425	31-Aug-96	Registered	NMHG
Austria	YALE	62890	31-Oct-98	Registered	NMHG
Australia	YALE	A29813	16-Dec-63	Registered	NMHG
Australia	HYSTER (BLOCK)	A250377	13-Mar-92	Registered	NMHG
Australia	H W/ARROWS	A156247	29-Sep-80	Registered	NMHG
Australia	H W/ARROWS	A250378	23-Jul-78	Registered	NMHG
Australia	NFN LOGO	864151	25-Jan-01	Registered	NMHG
Australia	HYSTER (STENCIL)	A351439	26-Sep-80	Registered	NMHG
Australia	FOUR BLOCK H & HYSTER	A351438	26-Sep-80	Registered	NMHG
Australia	FOUR BLOCK H & HYSTER	A291119	22-Jul-77	Registered	NMHG
Australia	YALE	A217453	08-Mar-68	Registered	NMHG
Australia	YALE	A203950	03-Aug-66	Registered	NMHG
Australia	HYSTER (BLOCK)	A81223	16-Mar-86	Registered	NMHG
Australia	FOUR BLOCK H & HYSTER	291117	08-Oct-96	Registered	NMHG
Australia	HYSTER DESIGN	291118	08-Oct-96	Registered	NMHG
Australia	FOUR BLOCK H & HYSTER	A351436	06-Jun-83	Registered	NMHG
Australia	GRID	138174	28-Jul-90	Registered	NMHG
Australia	HYSTER (STENCIL)	A291116	08-Oct-96	Registered	NMHG
Australia	UNISOURCE	A483548	17-Mar-88	Registered	NMHG

Country Name	Trademark	Registration Number	Registration Date	Status	Owner
Australia	NATIONAL FLEET NETWORK & DESIGN	864152	25-Jan-01	Registered	NMHG
Australia	NFN	864150	25-Jan-01	Registered	NMHG
Australia	HYSTER (STENCIL)	A351437	06-Feb-81	Registered	NMHG
Azerbaijan	HYSTER (BLOCK)	970279	23-May-94	Registered	NMHG
Bangladesh	YALE	6756	30-Jun-96	Registered	NMHG
Bangladesh	HYSTER (BLOCK)	10910	12-Aug-90	Registered	NMHG
Bulgaria	YALE	1994	11-Nov-90	Registered	NMHG
Belarussia	HYSTER (BLOCK)	3130	21-Jan-94	Registered	NMHG
Bolivia	FOUR BLOCK H & HYSTER	33561C51792A	10-Aug-77	Registered	NMHG
Bolivia	FOUR BLOCK H & HYSTER	33561C51793A	10-Aug-77	Registered	NMHG
Bolivia	HYSTER	6036C/33531A	09-Jun-94	Registered	NMHG
Bolivia	HYSTER DESIGN	33562C51791A	10-Aug-97	Registered	NMHG
Bolivia	YALE	37555C	17-Jul-90	Registered	NMHG
Bolivia	YALE	37554C	17-Jul-90	Registered	NMHG
Bolivia	HYSTER (BLOCK)	06036/A5919	09-Jun-54	Registered	NMHG
Bolivia	HYSTER	6036C/335320	09-Jun-94	Registered	NMHG
Bophuthatswana	HYSTER	75/6762	17-Dec-75	Registered	NMHG
Bophuthatswana	HYSTER	75/6763	17-Dec-75	Registered	NMHG
Bophuthatswana	HYSTER H LOGO	5931382	23-Sep-93	Registered	NMHG
Brazil	YALE	813843260	15-Jan-91	Registered	NMHG
Brazil	YALE	002488973	15-Mar-71	Registered	NMHG
Brazil	YALE	813863848	15-Jan-91	Registered	NMHG
Brazil	YALE	813843243	07-May-91	Registered	NMHG
Brazil	H W/ARROWS	3505065	17-Mar-87	Registered	NMHG
Brazil	YALE	002825473	23-Apr-63	Registered	NMHG
Brazil	YALE	813863830	15-Jan-91	Registered	NMHG
Brazil	YALE	006831915	10-Dec-88	Registered	NMHG
Brazil	YALE	00228718	24-Aug-43	Registered	NMHG
Brazil	YALE	813843251	30-Aug-94	Registered	NMHG
Brazil	HYSTER (BLOCK)	339241	23-Oct-86	Registered	NMHG
Burma	YALE	10891984	05-May-85	Registered	NMHG
Botswana	YALE	947	27-Aug-96	Registered	NMHG
Botswana	YALE	947UK	29-Oct-97	Registered	NMHG
Benelux	FOUR BLOCK H & HYSTER	337407	12-Feb-86	Registered	NMHG
Benelux	H W/ARROWS	53910	02-Jan-90	Registered	NMHG
Benelux	HYSTER (BLOCK)	53908	12-Jul-96	Registered	NMHG
Benelux	YALE FINANCIAL SERVICES	662676	18-Feb-00	Registered	NMHG
Benelux	HYSTER (STENCIL)	337408	24-Oct-95	Registered	NMHG



Country Name	Trademark	Registration Number	Registration Date	Status	Owner
Benelux	MONOTROL	53912	12-Jul-86	Registered	NMHG
Benelux	SPACE SAVER	53905	12-Jul-86	Registered	NMHG
Canada	H W/ARROWS	121717	30-Mar-91	Registered	NMHG
Canada	HYSTER	4913180	16-Aug-84	Registered	NMHG
Canada	FOUR BLOCK H & HYSTER	223283	16-Jan-78	Registered	NMHG
Canada	YALE	127/29346	26-Sep-21	Registered	NMHG
Canada	SPACE SAVER	138169	20-Nov-94	Registered	NMHG
Canada	YARDMASTER	NS75/19583	05-Jul-44	Registered	NMHG
Canada	HYSTER (STENCIL)	223282	23-Sep-77	Registered	NMHG
Canada	MONOTROL	135790	15-May-64	Registered	NMHG
Switzerland	HYSTER (PLAIN BLOCK)	R265346	25-May-93	Registered	NMHG
Switzerland	4 BLOCK H & HYSTER	P279621	21-Oct-95	Registered	NMHG
Switzerland	H W/ARROWS	P303216	26-Oct-79	Registered	NMHG
Switzerland	YALE	321124	16-Aug-92	Registered	NMHG
Switzerland	YALE	UK/8/1980	29-Oct-97	Registered	NMHG
Switzerland	HYSTER (STENCIL)	P279620	21-Oct-95	Registered	NMHG
Chile	FOUR BLOCK H & HYSTER	321393	28-Jul-97	Registered	NMHG
Chile	YALE	322534	31-Aug-87	Registered	NMHG
Chile	YALE	353657	05-Apr-90	Registered	NMHG
Chile	H W/ARROWS	162788	11-Aug-97	Registered	NMHG
Chile	HYSTER (BLOCK)	450675	26-Sep-95	Registered	NMHG
China	FOUR BLOCK H & HYSTER	170789	07-Dec-95	Registered	NMHG
China	HYSTER (PLAIN BLOCK)	156309	15-Apr-92	Registered	NMHG
China	YALE	503683	09-Nov-89	Registered	NMHG
China	YALE	501697	20-Oct-89	Registered	NMHG
Colombia	FOUR BLOCK H & HYSTER	91825	02-May-78	Registered	NMHG
Colombia	YALE	13010B	04-Jun-85	Registered	NMHG
Colombia	HYSTER	97924	27-Aug-87	Registered	HYSTER COMPANY
Colombia	HYSTER (BLOCK)	60144	13-Oct-00	Registered	NMHG
Colombia	YALE	13010A	03-Jun-80	Registered	NMHG
Colombia	HYSTER (PLAIN BLOCK)	60145	13-Oct-85	Registered	NMHG
Colombia	YALE	15134A	16-Dec-82	Registered	NMHG
Colombia	HYSTER (STENCIL)	97923	27-Aug-92	Registered	NMHG
Costa Rica	HYSTER (PLAIN BLOCK)	52790	05-Sep-97	Registered	NMHG
Costa Rica	HYSTER (PLAIN BLOCK)	7785	24-Sep-89	Registered	NMHG
Costa Rica	YALE	3715812736	16-Apr-93	Registered	NMHG
Costa Rica	FOUR BLOCK H & HYSTER	5279120369	05-Sep-77	Registered	NMHG
Cuba	YALE	66058	20-Sep-98	Registered	NMHG
Cyprus	YALE	20668	16-May-91	Registered	NMHG

Country Name	Trademark	Registration Number	Registration Date	Status	Owner
Czech Republic	YALE	90843	21-Aug-92	Registered	NMHG
Germany	VISTA	1036931	01-Dec-81	Registered	NMHG
Germany	MONOTROL	1020720	27-Jul-81	Registered	NMHG
Germany	HYSTER (BLOCK)	637556	23-Aug-90	Registered	NMHG
Germany	HYSER (STENCIL)	955966	01-Nov-95	Registered	NMHG
Germany	FOUR BLOCK H & HYSTER	955968	13-Oct-85	Registered	NMHG
Germany	YALE	901510	15-Jul-90	Registered	NMHG
Germany	H W/ARROWS	748137	03-Oct-89	Registered	NMHG
Germany	YALE	643206W53261	04-Sep-89	Registered	NMHG
Germany	YALE	1017798	14-Jul-89	Registered	NMHG
Germany	YALE	303916	19-Sep-62	Registered	NMHG
Denmark	FOUR BLOCK H & HYSTER	38881976	19-Nov-86	Registered	NMHG
Denmark	YALE	9801982	26-Feb-82	Registered	NMHG
Denmark	HYSTER (STENCIL)	38871976	19-Nov-96	Registered	NMHG
Denmark	HYSTER (PLAIN BLOCK)	747/63	30-Mar-63	Registered	NMHG
Denmark	H/WITH ARROWS	0736	30-Mar-93	Registered	NMHG
Dominican Rep.	YALE	30436	12-May-80	Registered	NMHG
Ecuador	FOUR BLOCK H & HYSTER	362/77	04-Nov-76	Registered	NMHG
Ecuador	HYSTER (BLOCK)	247/44	06-Oct-89	Registered	NMHG
Ecuador	YALE	401957	15-Feb-93	Registered	NMHG
Ecuador	HYSTER (BLOCK)	399/77	04-Nov-76	Registered	NMHG
Egypt	YALE	2691	07-Jul-91	Registered	NMHG
Spain	YALE	47187	28-May-93	Registered	NMHG
Spain	4 BLOCK h & HYSTER	803529	03-Mar-77	Registered	NMHG
Spain	H/WITH ARROWS	595308	28-Jan-93	Registered	NMHG
Spain	HYSTER (PLAIN BLOCK)	155278	17-Nov-95	Registered	NMHG
Spain	HYSTER (STENCIL)	803527	03-Mar-77	Registered	NMHG
Finland	HYSTER (STENCIL)	73270	20-May-90	Registered	NMHG
Finland	HYSTER (PLAIN BLOCK)	27443	17-Feb-94	Registered	NMHG
Finland	YALE	5437	20-Aug-81	Registered	NMHG
Finland	FOUR BLOCK H & HYSTER	73499	05-Jun-80	Registered	NMHG
France	YALE	1479807	27-Jul-98	Registered	NMHG
France	"H" WITH ARROWS	1281145	30-Jul-94	Registered	NMHG
France	VISTA	1200067	31-Mar-82	Registered	NMHG
France	HYSTER (BLOCK)	1449895	15-Feb-88	Registered	NMHG
France	HYSTER (STENCIL)	1324866	27-Sep-95	Registered	NMHG
France	FOUR BLOCK H & HYSTER	1324867	27-Sep-85	Registered	NMHG
France	YALE	13898303916	19-Sep-92	Registered	NMHG
France	GRID	1281147	30-Jul-94	Registered	NMHG

Country Name	Trademark	Registration Number	Registration Date	Status	Owner
United Kingdom	YALE	982674	03-Nov-92	Registered	YALE MATERIALS HANDLING CORPORATION
United Kingdom	YALE	466230	19-Jan-26	Registered	NMHG
United Kingdom	YALE	917370	16-Nov-92	Registered	YALE MATERIALS HANDLING CORPORATION
United Kingdom	YALE	918955	27-Dec-67	Registered	YALE MATERIALS HANDLING CORPORATION
United Kingdom	FOUR BLOCK H & HYSTER	B1055567	08-Aug-77	Registered	NMHG
United Kingdom	HYSTER (BLOCK)	627829	24-Feb-93	Registered	NMHG
United Kingdom	HYSTER	B1055569	24-Nov-96	Registered	NMHG
United Kingdom	H HYSTER	B1055566	24-Nov-96	Registered	NMHG
United Kingdom	YALE	918952	27-Dec-67	Registered	YALE MATERIALS HANDLING CORPORATION
United Kingdom	YALE	918950A	27-Dec-74	Registered	YALE MATERIALS HANDLING CORPORATION
United Kingdom	HYSTER AND H DESIGN	896875	06-Jul-87	Registered	NMHG
United Kingdom	YALE	918953	27-Dec-92	Registered	YALE MATERIALS HANDLING CORPORATION
United Kingdom	YALE	918954	27-Dec-67	Registered	YALE MATERIALS HANDLING CORPORATION
United Kingdom	VISTA	1174390	05-May-89	Registered	HYSTER CO.
United Kingdom	HYSTER (STENCIL)	B1055568	24-Nov-96	Registered	NMHG
Ghana	YALE	22041	10-Jun-91	Registered	NMHG
Greece	YALE	8727	08-Jul-62	Registered	NMHG
Guatemala	HYSTER (STENCIL)	34928	03-Jul-88	Registered	NMHG
Guatemala	HYSTER & DESIGN	34976	09-Jul-88	Registered	NMHG
Guatemala	HYSTER (BLOCK)	5459	29-Nov-94	Registered	NMHG
Guatemala	FOUR BLOCK H & HYSTER	34975	09-Jul-88	Registered	NMHG
Guatemala	YALE	2044	22-Jul-93	Registered	NMHG
Hong Kong	HYSTER	819/1980	01-Oct-76	Registered	NMHG
Hong Kong	HYSTER (STENCIL)	820/1980	01-Oct-97	Registered	NMHG
Hong Kong	YALE	27/1923	21-Jan-91	Registered	NMHG
Hong Kong	HYSTER & DESIGN	1985/1980	01-Oct-76	Registered	NMHG
Hong Kong	YALE	29/1923	30-May-64	Registered	NMHG
Hong Kong	FOUR BLOCK H & HYSTER	1984/1980	01-Oct-83	Registered	NMHG
Honduras	HYSTER (BLOCK)	3215	13-Dec-94	Registered	NMHG
Honduras	YALE	40098	17-Jun-92	Registered	NMHG
Honduras	YALE	40121	17-Jun-92	Registered	NMHG

Country Name	Trademark	Registration Number	Registration Date	Status	Owner
Haiti	YALE	29993	21-Jun-62	Registered	NMHG
Hungary	YALE	114753	24-Aug-92	Registered	NMHG
Indonesia	HYSTER & H DESIGN	388178	13-Oct-96	Registered	NMHG
Indonesia	HYSTER (BLOCK)	237874	15-Aug-88	Registered	NMHG
Indonesia	HYSTER (BLOCK)	237874	15-Aug-88	Registered	NMHG
Indonesia	HYSTER	388177	13-Apr-97	Registered	NMHG
Indonesia	YALE	257922	20-Jun-25	Registered	NMHG
Indonesia	HYSTER & H DESIGN	388179	13-Oct-96	Registered	NMHG
Indonesia	FOUR BLOCK H & HYSTER	237702	11-Aug-88	Registered	NMHG
Indonesia	HYSTER (BLOCK)	388176	13-Apr-87	Registered	NMHG
Ireland, Republic of	YALE	32686	26-Jan-97	Registered	NMHG
Ireland, Republic of	YALE	31397	19-Jan-96	Registered	NMHG
Ireland, Republic of	HYSTER (BLOCK)	40092	02-Mar-86	Registered	NMHG
Ireland, Republic of	FOUR BLOCK H & HYSTER	90137/90138	28-Sep-82	Registered	NMHG
Ireland, Republic of	HYSTER	90135	12-Dec-75	Registered	NMHG
Ireland, Republic of	HYSTER (STENCIL)	90136	12-Dec-82	Registered	NMHG
Israel	YALE	30595	27-Jul-94	Registered	NMHG
Israel	YALE	28738	31-May-68	Registered	NMHG
India	HYSTER (BLOCK)	159116	04-Jun-95	Registered	NMHG
India	FOUR BLOCK H & HYSTER	319212	01-Oct-90	Registered	NMHG
India	YALE	239423	13-Dec-66	Registered	NMHG
India	HYSTER (BLOCK)	319035	28-Sep-97	Registered	NMHG
India	HYSTER (STENCIL)	319034	28-Sep-97	Registered	NMHG
India	FOUR BLOCK H & HYSTER	319211	05-Oct-90	Registered	NMHG
Iran	YALE	51	17-Jul-66	Registered	NMHG
Iran	YALE	83343	13-Jun-98	Registered	NMHG
Italy	HYSTER (STENCIL)	720685	11-Dec-75	Registered	NMHG
Italy	YALE	461179	31-Aug-94	Registered	YALE MATERIALS HANDLING CORPORATION
Italy	HYSTER (BLOCK)	660413	27-May-93	Registered	NMHG
Italy	HYSTER (BLOCK)	660866	16-Jul-93	Registered	NMHG
Italy	FOUR H BLOCK & HYSTER	720684	28-Feb-81	Registered	NMHG
Italy	HYSTER AND H DESIGN	660865	19-Jul-73	Registered	NMHG
Jamaica	YALE	1548	07-Mar-92	Registered	NMHG
Jordan	YALE	552	28-Nov-98	Registered	NMHG
Japan	HYSTER (STENCIL)	2598058	30-Nov-93	Registered	NMHG
Japan	YALE	1321659	01-Feb-78	Registered	NMHG
Japan	HYSTER (STENCIL)	2042038	26-Apr-98	Registered	NMHG
Japan	YALE	522096	12-Mar-78	Registered	NMHG

Country Name	Trademark	Registration Number	Registration Date	Status	Owner
Japan	FOUR BLOCK H & HYSTER	2042039	26-Apr-88	Registered	NMHG
Japan	HYSTER & DEVICE	2598059	30-Nov-93	Registered	NMHG
Japan	YALE	511118	09-Dec-57	Registered	NMHG
Japan	YALE	493050	11-Dec-56	Registered	NMHG
Japan	YALE	522095	12-Jun-58	Registered	NMHG
Japan	YALE	492974	13-Nov-86	Registered	NMHG
Japan	YALE	1872875	27-Jun-86	Registered	NMHG
Kenya	YALE	26477	12-Sep-90	Registered	NMHG
Korea, South	HYSTER AND DESIGN	55854	23-Jul-90	Registered	NMHG
Korea, South	HYSTER (BLOCK)	41719	02-Apr-95	Registered	NMHG
Korea, South	HYSTER (BLOCK)	36451	25-Mar-94	Registered	NMHG
Kazakhstan	HYSTER (PLAIN BLOCK)	2432	14-Feb-02	Registered	NMHG
Lebanon	YALE	52168	13-Aug-88	Registered	NMHG
Lebanon	YALE	46455	13-Oct-89	Registered	NMHG
Sri Lanka	YALE	41212	24-Apr-90	Registered	NMHG
Lesotho	YALE	7879	29-Oct-94	Registered	NMHG
Lesotho	YALE	LS/M/94/00485	29-Oct-94	Registered	NMHG
Lithuania	HYSTER (BLOCK)	11416	30-Jul-93	Registered	NMHG
Lithuania	FOUR BLOCK H & HYSTER	11121	08-Jul-93	Registered	NMHG
Lithuania	HYSTER (STENCIL)	11122	08-Jul-93	Registered	NMHG
Latvia	FOUR BLOCK H & HYSTER	55858	11-Sep-94	Registered	NMHG
Latvia	HYSTER (STENCIL)	M17950	28-Jun-93	Registered	NMHG
Latvia	HYSTER (BLOCK)	M16826	09-Jun-93	Registered	NMHG
Morocco	YALE	29492	22-Aug-79	Registered	NMHG
Moldova	HYSTER (BLOCK)	3648	30-Dec-94	Registered	NMHG
Malaya	HYSTER (BLOCK)	M/063902	15-Nov-94	Registered	NMHG
Malaya	FOUR BLOCK H & HYSTER	73077	07-Jul-83	Registered	NMHG
Malaya	HYSTER & DESIGN	M73078	17-Oct-83	Registered	NMHG
Malaya	YALE	M545	12-Oct-92	Registered	NMHG
Malaya	HYSTER (BLOCK)	M/063903	15-Nov-94	Registered	NMHG
Malaya	HYSTER (STENCIL)	M73060	06-Oct-97	Registered	NMHG
Malaya	HYSTER	M73061	06-Oct-83	Registered	NMHG
Mexico	HYSTER (STENCIL)	204922	06-Jan-96	Registered	NMHG
Mexico	HYSTER (STENCIL)	195832	06-Jan-91	Registered	NMHG
Mexico	YALE	74975	23-Apr-73	Registered	NMHG
Mexico	FOUR BLOCK H & HYSTER	195833	14-Jun-76	Registered	NMHG
Mexico	YALE	146693	16-Jul-83	Registered	NMHG
Mexico	FOUR BLOCK H & HYSTER	204923	03-Aug-77	Registered	NMHG
Mexico	YALE	301041	28-Feb-84	Registered	NMHG

Country Name	Trademark	Registration Number	Registration Date	Status	Owner
Mexico	HYSTER (BLOCK)	46800	27-Dec-93	Registered	NMHG
Nicaragua	HYSTER (BLOCK)	4153	12-Aug-94	Registered	NMHG
Nicaragua	FOUR BLOCK H & HYSTER	6694CC	25-Jul-87	Registered	NMHG
Nicaragua	FOUR BLOCK H & HYSTER	6703CC	27-Jul-87	Registered	NMHG
Nicaragua	HYSTER (BLOCK)	6636CC	15-Jul-87	Registered	NMHG
Nicaragua	YALE	11457CC	21-Jul-90	Registered	NMHG
Netherlands	YALE	372	29-Dec-91	Registered	NMHG
Norway	YALE	9467	21-Aug-92	Registered	NMHG
Norway	HYSTER (BLOCK)	55399	06-Jul-59	Registered	NMHG
Norway	FOUR BLOCK H & HYSTER	97921	10-Feb-77	Registered	NMHG
Norway	HYSTER (STENCIL)	99062	16-Jun-97	Registered	NMHG
New Zealand	HYSTER AND H DESIGN	71292	12-Jul-83	Registered	NMHG
New Zealand	YALE	64698	29-Sep-94	Registered	NMHG
New Zealand	YALE	65024	12-Nov-94	Registered	NMHG
New Zealand	HYSTER (BLOCK)	53301	08-May-72	Registered	NMHG
New Zealand	HYSTER (BLOCK)	71291	12-Jul-97	Registered	NMHG
New Zealand	FOUR BLOCK H & HYSTER	113481	14-Oct-96	Registered	NMHG
New Zealand	MONOTROL	71293	12-Jul-83	Registered	NMHG
New Zealand	HYSTER (STENCIL)	113479	14-Oct-76	Registered	NMHG
New Zealand	HYSTER W/ARROWS	113482	14-Oct-76	Registered	NMHG
New Zealand	HYSTER (STENCIL)	113480	14-Oct-96	Registered	NMHG
Africa	YALE	16365	30-Jul-96	Registered	NMHG
Panama	YALE	1025	23-Jan-93	Registered	NMHG
Panama	YALE	14214	17-Jun-91	Registered	NMHG
Panama	HYSTER (BLOCK)	888	09-Jan-85	Registered	NMHG
Panama	HYSTER (BLOCK)	193513	23-Dec-96	Registered	NMHG
Panama	YALE	14213	17-Jun-91	Registered	NMHG
Peru	HYSTER	2017	22-Mar-76	Registered	NMHG
Peru	YALE	56170	31-Jan-85	Registered	NMHG
Peru	HYSTER (BLOCK)	35034	24-May-95	Registered	NMHG
Peru	4 BLOCK & HYSTER	25941	16-Nov-94	Registered	NMHG
Philippines	HYSTER (BLOCK)	2848	13-Oct-81	Registered	NMHG
Philippines	YALE	R959	27-May-98	Registered	NMHG
Philippines	H WITH ARROWS	3177	12-Mar-82	Registered	NMHG
Philippines	YALE	1367146	17-Mar-66	Registered	NMHG
Philippines	4 BLOCK H & HYSTER	35049	06-Jan-86	Registered	NMHG
Philippines	YALE	927	05-Jul-91	Registered	NMHG
Philippines	HYSTER (STENCIL)	35040	02-Jan-86	Registered	NMHG
Pakistan	HYSTER (BLOCK)	20522	12-Aug-90	Registered	NMHG

Country Name	Trademark	Registration Number	Registration Date	Status	Owner
Pakistan	HYSTER (BLOCK)	20521	12-Aug-75	Registered	NMHG
Pakistan	YALE	623	30-Jun-91	Registered	NMHG
Poland	YALE	10619	28-Dec-95	Registered	NMHG
Puerto Rico	YALE	14390	02-Apr-87	Registered	NMHG
Portugal	4 BLOCK H & HYSTER	192897	16-Oct-94	Registered	NMHG
Portugal	HYSTER (BLOCK)	138300	16-Jan-87	Registered	NMHG
Portugal	YALE	30315	30-Jan-54	Registered	NMHG
Portugal	HYSTER (STENCIL)	192896	16-Oct-94	Registered	NMHG
Paraguay	YALE	127872	14-Mar-98	Registered	NMHG
Paraguay	FOUR BLOCK H & HYSTER	193323	23-Dec-86	Registered	NMHG
Paraguay	NMHG	181422	17-May-95	Registered	NMHG
Romania	YALE	2R112	26-Aug-89	Registered	NMHG
Russian Federation	YALE	2702	10-Nov-91	Registered	NMHG
Russian Federation	YALE	2701	20-Jun-92	Registered	NMHG
Russian Federation	FOUR BLOCK H & HYSTER	55858	24-Nov-95	Registered	NMHG
Russian Federation	HYSTER (STENCIL)	55857	24-Nov-85	Registered	NMHG
Russian Federation	HYSTER (PLAIN)	2432	24-Feb-99	Registered	NMHG
Saudi Arabia	4 BLOCK H & HYSTER	858	06-Mar-89	Registered	NMHG
Saudi Arabia	HYSTER (PLAIN BLOCK)	85/9	06-Mar-89	Registered	NMHG
Sudan	YALE	18487	24-Apr-90	Registered	NMHG
Sweden	MONOTROL	185519	25-Feb-93	Registered	NMHG
Sweden	HYSTER (PLAIN BLOCK)	59072	17-Nov-94	Registered	NMHG
Sweden	HYSTER (STENCIL)	158782	01-Apr-97	Registered	NMHG
Sweden	4 BLOCK H & HYSTER	158783	01-Apr-97	Registered	NMHG
Sweden	YALE	26208	29-Aug-92	Registered	NMHG
Singapore	HYSTER (BLOCK)	59364	14-Nov-80	Registered	NMHG
Singapore	H W/ARROWS	59366	17-Jan-91	Registered	NMHG
Singapore	HYSTER (BLOCK)	69216	29-Sep-97	Registered	NMHG
Singapore	HYSTER (BLOCK)	69217	29-Sep-97	Registered	NMHG
Singapore	4 BLOCK H & HYSTER	B69281	06-Oct-83	Registered	NMHG
Singapore	4 BLOCK H & HYSTER	69282	06-Oct-97	Registered	NMHG
Singapore	YALE	545	13-Oct-64	Registered	NMHG
Singapore	HYSTER (BLOCK)	59365	14-Nov-94	Registered	NMHG
Sarawak	HYSTER (BLOCK)	SAR/12439	21-Nov-94	Registered	NMHG
Sierra Leone	YALE	11310	01-Apr-80	Registered	NMHG
Suriname	YALE	10117	22-Aug-89	Registered	NMHG
El Salvador	HYSTER (BLOCK)	11260	07-Jul-84	Registered	NMHG
Syria	YALE	28241	03-Oct-79	Registered	NMHG
Swaziland	YALE	8/1980	29-Oct-97	Registered	NMHG

Country Name	Trademark	Registration Number	Registration Date	Status	Owner
Transkei	HYSTER (ARABIC CHARACTERS)	75/6762	17-Dec-85	Registered	NMHG
Transkei	HYSTER (ARABIC CHARACTERS)	75/6763	17-Dec-85	Registered	NMHG
Thailand	YALE	112744/72677	12-Jun-90	Registered	NMHG
Thailand	FOUR BLOCK H & HYSTER	318980	13-Oct-96	Registered	NMHG
Thailand	HYSTER (PLAIN BLOCK)	61055	13-Oct-96	Registered	NMHG
Thailand	4 BLOCK H & HYSTER	318981/KOR53157	13-Oct-96	Registered	NMHG
Thailand	HYSTER (PLAIN BLOCK)	94667/62598	13-Oct-96	Registered	NMHG
Tajikistan	HYSTER (PLAIN BLOCK)	2432	27-Feb-95	Registered	NMHG
Turkmenistan	HYSTER (STENCIL)	55858	31-Dec-95	Registered	NMHG
Turkmenistan	FOUR BLOCK H & HYSTER	55857	31-Dec-95	Registered	NMHG
Tunisia	NACCO MATERIALS HANDLING GROUP	EE890043	16-Jan-94	Registered	NMHG
Turkey	YALE	82727	14-Sep-94	Registered	NMHG
Turkey	YALE	89323	02-Feb-76	Registered	NMHG
Turkey	YALE	54602	02-Feb-86	Registered	NMHG
Trinidad&Tobago	YALE	6721	01-Sep-95	Registered	NMHG
Taiwan	4 BLOCK H & HYSTER	89365	01-Apr-84	Registered	NMHG
Taiwan	YALE	764533	15-Jun-97	Registered	NMHG
Taiwan	YALE	764533	15-Jun-97	Registered	NMHG
Taiwan	4 BLOCK H & HYSTER	89392	01-May-84	Registered	NMHG
Taiwan	HYSTER (PLAIN BLOCK)	89391	01-May-77	Registered	NMHG
Taiwan	HYSTER (PLAIN BLOCK)	69467	01-May-84	Registered	NMHG
Taiwan	H W/ARROWS	69468	21-Oct-74	Registered	NMHG
Taiwan	YALE (CHINESE CHARACTERS)	2562	10-Oct-96	Registered	NMHG
Ukraine	HYSTER (BLOCK)	5121	23-May-94	Registered	NMHG
Ukraine	FOUR BLOCK H & HYSTER	2432	18-Mar-93	Registered	NMHG
Uganda	YALE	15471	01-Sep-91	Registered	NMHG
U.S.A.	ERGO-CAB	App: 76/248459		Pending	NMHG
Uruguay	HYSTER (PLAIN BLOCK)	41047	11-Aug-77	Registered	NMHG
Uruguay	BLOCK H & HYSTER	145463	26-Aug-97	Registered	NMHG
Uruguay	YALE	177428	14-Feb-84	Registered	NMHG
Uzbekistan	HYSTER (BLOCK)	2792	23-May-94	Registered	NMHG
Venezuela	HYSTER (STENCIL)	92244F	11-Oct-79	Registered	NMHG
Venezuela	YALE	13618	30-Jun-92	Registered	NMHG
Venezuela	HYSTER & DESIGN	95567F	16-Sep-80	Registered	NMHG
Venezuela	FOUR BLOCK H & HYSTER	95568	16-Sep-80	Registered	NMHG
Venezuela	HYSTER (PLAIN BLOCK)	15859	23-Feb-90	Registered	NMHG
Sabah	HYSTER (BLOCK)	17101	20-Sep-94	Registered	NMHG



Country Name	Trademark	Registration Number	Registration Date	Status	Owner
Sabah	HYSTER & DESIGN	SAB/20717	07-Oct-97	Registered	NMHG
Sabah	HYSTER	S20712	08-Oct-83	Registered	NMHG
Sabah	YALE	3/365	16-Jul-64	Registered	NMHG
Sabah	HYSTER (STENCIL)	SAB20713	06-Oct-97	Registered	NMHG
Sabah	4 BLOCK H & HYSTER	S20716	07-Oct-97	Registered	NMHG
Sabah	HYSTER (PLAIN)	SAB/17100	15-Nov-98	Registered	NMHG
Yugoslavia	YALE	31730	17-Feb-98	Registered	NMHG
South Africa	4 BLOCKS H & HYSTER	756764	17-Dec-95	Registered	NMHG
South Africa	HYSTER & H DESIGN	75/6765	17-Dec-95	Registered	NMHG
South Africa	HYSTER (BLOCK)	985/53	08-Apr-97	Registered	NMHG
South Africa	YALE	969/51	12-Apr-51	Registered	NMHG
South Africa	HYSTER (BLOCK)	983/53	08-Apr-97	Registered	NMHG
South Africa	TRI-FORM	B80/0900	22-Feb-90	Registered	NMHG
Zaire	YALE	6062	27-Oct-58	Registered	NMHG
Zimbabwe	YALE	50980	21-May-90	Registered	NMHG
Zanzibar	YALE	111/1981	07-May-80	Registered	NMHG

**NMHG Oregon, Inc.**

Country Name	Trademark	Registration Number	Registration Date	Status	Owner
Benelux	HYSTER (BLOCK)	53906	12-Jul-71	Registered	NMHG OREGON
Benelux	YALE	111195	24-Dec-91	Registered	NMHG OREGON
United Kingdom	GRID	716964	21-Apr-92	Registered	NMHG OREGON
United Kingdom	YALE	904883	01-Feb-92	Registered	NMHG OREGON
U.S.A.	HYSTER & DESIGN	1029306	06-Jan-76	Registered	NMHG OREGON
U.S.A.	YALE	710897	07-Feb-61	Registered	NMHG OREGON
U.S.A.	YALE	713152	28-Mar-61	Registered	NMHG OREGON
U.S.A.	YALE	713173	28-Mar-61	Registered	NMHG OREGON
U.S.A.	YALE	156478	20-Jun-22	Registered	NMHG OREGON
U.S.A.	YALE	288907	10-Nov-31	Registered	NMHG OREGON
U.S.A.	YALE	140475	15-Mar-21	Registered	NMHG OREGON
U.S.A.	HYSTER (PLAIN BLOCK)	761243	10-Dec-83	Registered	NMHG OREGON
U.S.A.	YALE	577895	28-Jul-53	Registered	NMHG OREGON
U.S.A.	HYSTER (PLAIN BLOCK)	407194	23-May-84	Registered	NMHG OREGON
U.S.A.	YALE	716139	30-May-61	Registered	NMHG OREGON
U.S.A.	STRADDLE TRUCK	842366	16-Jan-68	Registered	NMHG OREGON
U.S.A.	YARDMASTER	407615	13-Jun-44	Registered	NMHG OREGON
U.S.A.	HYSTER (STENCIL)	1186419	19-Jan-82	Registered	NMHG OREGON

Country Name	Trademark	Registration Number	Registration Date	Status	Owner
U.S.A.	HYSTER (STENCIL)	198628	19-May-25	Registered	NMHG OREGON
U.S.A.	YALE	1602861	19-Jun-90	Registered	NMHG OREGON
U.S.A.	HI-RACKER	1288876	07-Aug-84	Registered	NMHG OREGON
U.S.A.	MONOTROL	707462	22-Nov-80	Registered	NMHG OREGON
U.S.A.	HYSTER	598155	16-Nov-54	Registered	NMHG OREGON
U.S.A.	FOUR BLOCK H & HYSTER	1187366	26-Jan-82	Registered	NMHG OREGON
U.S.A.	FOUR BLOCK H & HYSTER	1029307	06-Jan-76	Registered	NMHG OREGON
U.S.A.	YALE	710743	07-Feb-61	Registered	NMHG OREGON
U.S.A.	H/WITH ARROWS	720296	22-Aug-61	Registered	NMHG OREGON

**Schedule B**

**Licenses Agreements**

#	Licensor	Licensee	Date	License	Purpose
1	NACCO Materials Handling Group, Inc.	NMHG Mexico, S.A. de C.V.	January 1, 1998	Hyster, Yale, Unisource and Multiquip trademarks	Business related to manufacture, sale and use of material handling equipment and provision of related services.
2	NACCO Materials Handling Group, Inc.	NACCO Materials Handling Limited	January 1, 1998	Hyster, Yale, Unisource and Multiquip trademarks	Business related to manufacture, sale and use of material handling equipment and provision of related services.
3	NACCO Materials Handling Group, Inc.	NACCO Materials Handling Group, Pty. Ltd.	January 1, 1995	Hyster, Yale, Unisource and Multiquip trademarks	Business related to manufacture, sale and use of material handling equipment and provision of related services.
4	NACCO Materials Handling Group, Inc.	NACCO Materials Handling S.R.L.	January 1, 1997	Hyster, Yale, Unisource and Multiquip trademarks	Business related to manufacture, sale and use of material handling equipment and provision of related services.
5	NACCO Materials Handling Group, Inc.	Lei Ban Industry Co., Ltd.	May 23, 1997	Hyster, Yale, Unisource and Multiquip trademarks	To use in connection with forklifts to be assembled and sold by Lei Ban in the Republic of China.
6	NACCO Materials Handling Group, Inc.	Juguetes Joal, S.A.	September 25, 2000	Hyster and Yardmaster	To be used in connection with the manufacture of toy replicas.
7	NACCO Materials Handling Group, Inc.	Engineering Model Developments	May 20, 1992	Hyster	To be used in connection with the manufacture of toy replicas.
8	NACCO Materials Handling Group, Inc.	Yale Do Brasil Empilhadeiras	Stamped August 8, 1995	Yale	Selling and servicing Yale industrial trucks.
9	NACCO Materials Handling Group, Inc.	NACCO Materials Handling B.V.	January 1, 1967, amended January 1, 1992	Grant to manufacture, use and sell equipment and components of NACCO Materials Handling Group, Inc. Use of trademarks may only be done by written consent.	To aid NACCO Materials Handling B.V. in the manufacture of equipment designed by NACCO Materials Handling Group, Inc.
10	NMHG Oregon, Inc.	NACCO Materials Handling Group, Inc.	July 1, 2001	Hyster, Yale, Unisource and Multiquip	Business related to manufacture, sale and use of material handling equipment and provision of related services.

**Attachment  
to  
Trademark Recordation Form Cover Sheet**

Continuation of Item No. 1:

Name of Conveying Party:

NMHG Oregon, Inc.  
a Corporation (Oregon)

Continuation of Item No. 4B:

**Trademark Registration No.. (s)**

710897  
713152  
713173  
156478  
288907  
140475  
761243  
577895  
407194  
716139  
842366  
407615  
1186419  
198628  
1602861  
1288876  
707462  
598155  
1187366  
1029307  
710743  
720296